

**IN THE UNITED STATES BANKRUPTCY COURT FOR
WESTERN DISTRICT OF PENNSYLVANIA**

Calaiaro / Valencik

Vs.

Frank M. Machi, jr.

IN RE: A respond

FILED
2017 AUG 28 P 2:05
CLERK
U.S. BANKRUPTCY COURT
PITTSBURGH GLB

Case No. 14-23154 CBM

Chapter 11

Hearing date 09/12/17 @ 1:30 pm

Respond Due: 08/26/17

Document No. 572

THE MOTION TO THE HEARING NOTICE WAS NOT RECEIVED IN TIMELY MATTER OF THE THE DEADLIND RESPONSE TIME ALLOWED AND OR NOT ALLOWING MYSELF FRANK M.MACHI jr. enough time time to seek new Legal Counsel. Regarding Fess and Expenses Application Filed on Behalf of Calaiaro / Vencik

To all concerned parties.

ANSWER / ~~APPEAL / FILE FOR DISCOVERY~~

I Frank Machi intent on seeking new Legal Counsel, however in the event of the already set hearing on September 12, 2017. I Frank Machi will be representing myself on September 12, 2017, AT 1:30 PM

REGARDING CALAIARO / VALENCIK INTERIM FEES AND EXPENSES AND EXPENSES APPLICATION.

THE CALAIARO / VALENCIK FEE SHEET WAS NEVER PRESENTED TO ME UNTIL after I terminated their services for miscounsel and threats made to me from Donald Calaiaro

SEVERAL MONTHS OF EMAIL RECORDS WILL SHOW A REGULAR REQUEST FOR REQUIRED MONTHLY STATEMENTS AND ALL OF MY REQUEST WERE INGORNED. SEVERAL FOLLOW UP PHONE CALL FROM ME TO CALAIARO / VALENCIK LAW FIRM WERE ALSO INGORNE AND IT LOOKS LIKE I GOT BILLED FOR EACH OF THESE UNSUESSFUL PHONE CALLS. MY RECEIPT SHOWS I AGGREGED TO PAY \$5,000 WITH 2 DOWN PAYMENTS AND \$200.00 PER MONTHLY PAYMENTS FROM P. N. C. BANK AND I WAS PROMISSED FROM DAVID VALENCIK THAT I WOULD RECEIVE MONTHLY STATEMENTS THAT I NEVER RECEIVED. AGAIN I'M REQUESTING COPIES OF ALL MY P.N.C. BANK CHECKS AND COPIES OF ALL MY PAYMENTS RECEIPTS, THAT CALAIARO / VALENCIK HAVE THEIR IN POSSESSION. I ALSO KEPT ASKING HOW LONG WOULD THIS CASE LAST AND HOW MUCH WOULD ALL THIS COST. THIS QUESTION GOT INGORNED. I NEVER WOULD LET THIS CASE DRAG OUT THIS LONG IF I RECEIVED MONTHLY STATEMENTS AS PROMISSED. REGARDING ME BEING MISCOUNCLED AND POSSIBLE FEDERAL LAW VIOLATION. DURING MY FIRST INTERVIEW WITH DAVID VALENCIK, HE ASKED ME HOW IT CAME ABOUT THAT ERIN DYER REFERRED ME TO HIS FIRM AND MY CONNECTION WITH ATTY. ERIN DYER. IN DETAIL I EXPLAINED THAT I MET ERIN DYER AT A REAL ESTATE INVESTMENT GROUP CALLED ACRE OF PITTSBURGH AND WE BECAME BUSINESS PARTNERS. DYER AND MYSELF OWN A MORTGAGE NOTE ON A VACANT PROPERTY AT 4127 BUTLER STREET PGH. PA., 15201. ALSO WE ONCE PAID FOR A APPRAISAL ON 3817 PENN AVE AND ALMOST PURCHASE THIS PROPERTY FOR \$30,000.00, BUT ERIN DYER BACKED OUT, SOMEONE ELSE BOUGHT AND SOLD THIS PROPERTY FOR \$60,000.00. DAVID SUGGESTED I HAVE SOMEONE DO A TITLE SCREACH AND MAKE SURE IN WASN'T ERIN DYER WHO MAY HAVE BEEN THE ONE THAT COMPLETED THIS TRANSACTION WITHOUT ME. ALSO I TOLD VALENCIK THAT DYER WAS A HARD MONEY LENDER AND HAS LOAN ME MONEY AND HOLDS A MORTGAGE NOTE ON 2 OF MY PROPERTIES. VALENCIK SAID THE COURTS DO NOT LIKE HARD MONEY LENDERS AND SUGGESTED THAT I AVOID LETTING THE COURTS KNOW ABOUT THIS. AT MY FIRST COURT INTERVIEW, I WAS ASKED HOW DID ATTY.

ERIN DYER BECOME 1 OF MY DEBTORS. MY ANSWER WILL SHOW THAT I INFORMED THE COURTS THAT DYER AND MACHI INVEST TOGETHER IN REAL ESTATE INVESTING AND DYER DID LEND ME MONEY ON PROPERTY THAT I SOLELY OWN. IF ANY LAW WAS IN VIOLATION I STARTED WITH ADVICE FROM MY LEGAL COUNSEL AND WENT ON LATER WHEN I FIRST BECAME AWARE OF THE BANKRUPTCY LEGAL TERM [INSIDER]. WHEN CALAIARO INFORMED ME OF THE DETAILS / CLASSIFICATION OF THE COURT RULING AND GUARANTEE ME THAT MY DEBT WITH MY BROTHER MARK MACHI WOULD BE A INTEREST FREE LOAN HE IS A INSIDER. I QUICKLY ASKED CALAIARO WHAT ABOUT DYER, MY BUSINESS PARTNER BEING ALSO HOLDING A HIGH INTEREST LOAN WITH ME HAVING THE CLASSIFICATION WITH THE COURTS AS A INSIDER. CALAIARO ANSWER WAS NO AND I TOLD HIM THAT I DISAGREED. I CALLED DYER AND LEFT HIM A VOICE MAIL AND REQUESTED HIM TO STEP UP TO THE PLATE AND COME CLEAN TO INFORM THE COURT THAT HIS LOAN THAT I HAVE WITH HIM MAY HAVE THE CLASSIFICATION OF A INSIDER AND HE SHOULD DISCLOSE ALL INFORMATION TO THE COURTS ABOUT OUR JOINT VENTURE / PARTNERSHIP AGREEMENT IN CONNECTION TO OUR 4127 BUTLER STREET MORTGAGE NOTE WE OWN TOGETHER. DYER HAS NEVER CALLED BE BACK OR NEVER CAME FORWARD TO THE COURTS WITH THIS INFORMATION. BEFORE THAT I RECEIVED ANY INFORMATION FROM CALAIARO ABOUT THE COURT CLASSIFICATION OF THE TERM INSIDER. I RECEIVED A PHONE CALL FROM DYER ON THE VERY LAST DAY BEFORE DYER COULD FILE A MOTION ON THE 2 MORTGAGE NOTES HE HOLDS ON MY PROPERTIES. DYER'S CALLS ME AND WANTS TO NEGOTIATE WITH ME BEFORE HE FILES HIS MOTION INFORMING ME I WOULD LOSE HIS VOTE FOR MY PLAN. I SUGGESTED THAT I CALL MY LEGAL COUNSEL ON A 3 WAY CALL. I WAS PUT UNDER PRESSURE FROM DYER AND CALAIARO, MY VERY OWN LEGAL COUNSEL, BEING TOLD THAT I NEEDED DYER'S VOTE TO GET MY PLAN APPROVED FROM THE COURTS. IT WAS INDEED SUGGESTED BY BOTH DYER AND CALAIARO THAT I AGREE TO WAIVE ALL THE \$212.62 PAYMENTS ALREADY PAID TO DYER, AGREE TO PAY DYER \$60,000.00, LET DYER CONTROL THE SALE PRICE OF THE 2 OF MY PROPERTIES HE HOLDS NOTES ON AND DROP THESE PROPERTIES SALE PRICES EVERY 30 DAYS UNTIL THEY SOLD. CALAIARO THREATEN ME BY SAYING HE WOULD WITHDRAW AS MY LEGAL COUNSEL IF I DID NOT GO ALONG WITH THIS ERIN DYER OFFER / DEAL.

IN SUMMARY OF MIS - COUNSEL

IT IS IN MY OPINION THE VOTES I NEED FOR THE COURTS TO APPROVE MY RECOVERY PLAN TO GRANT ME PERMISSION TO BE RELEASED FROM BANKRUPTCY IS FROM ONLY 5 LENDERS, # 1. SPS. LOAN # 006831059, # 2. SPS. LOAN # 0013807417. # 3 SLS. LOAN # 1000745227. # 4 OCWEN LOAN # 707294211. # 5 OCWEN LOAN # 7143474760. AFTER MONTHS OF WATCHING SOME OF THE LENDERS LAWYER'S IN COURT ROOM, IT SEEMS ALL THEY WANT IS ME TO DO IS START MAKING MY PAYMENTS AGAIN. THIS SHOULD HAVE BEEN ALREADY SET UP LONG AGO, BECAUSE I MAY HAVE ALREADY LOST MY LOAN MODIFICATION 2 % INTEREST RATE LOAN STATUS. BUT CALAIARO / VALENCIK ADVISE ME TO STOP PAYING THESE 5 LENDERS. IF MARK MACHI AND ERIN DYER HAVE THE CLASSIFICATION FROM THE COURTS AS A INSIDER. I DO NOT NEED THEIR VOTES FOR THE COURTS TO APPROVE MY PLAN. MARK MACHI AND DYER HAVE NO RIGHTS TO CLAIM INTEREST ON MY DEBT, ERIN DYER SHOULD HAVE NO RIGHTS TO CONTROL THE SALE AMOUNT OF MY PROPERTIES AND CONTROL OVER WHAT SALE PRICE OR WHEN I DROP MY SALE PRICE OF MY PROPERTIES. MY CASH RECEIPTS / MONEY ORDER TO DATE TOTALING \$43,000.00 ACCEPTED BY MARK MACHI SHOW INTEREST FREE PAYMENTS AND THEIR IS RECORDED MORTGAGE WITH NO RECORDED NOTE. ATTY. DYER IS A OFFICER OF THE COURTS, KNOWS HE'S NOT PERMITTED TO CALL ME TO TALK ABOUT MY CASE AND WHEN HE REFERRED ME TO CALAIARO / VALENCIK LAW FIRM FOR MY BANKRUPTCY CASE, DYER KNOWS BY LAW HE SHOULD HAVE PRESENTED / DISCLOSED ALL REQUIRED DOCUMENTS IN CONNECTION WITH OUR BUSINESS RELATIONSHIP / JOINT VENTURE PARTNERSHIP WITH US OWNING A MORTGAGE AND A NOTE ON 4127 BUTLER STREET AND DOCUMENTS WITH THE HARD MONEY LENDING MORTGAGE NOTES HE HOLDS ON MY PROPERTIES TO MY LEGAL COUNSEL. IF MY FORMER LEGAL COUNSEL HAS POSSESSION OF THESE DOCUMENTS, THE COURTS AND I HAVE THE RIGHT

TO SEE THEM. IF MY FORMER LEGAL COUNSEL ALREADY KNOWS FROM ME IN DETAIL MY RELATIONSHIP WITH DYER AND HAS NOT COMPLETELY DISCLOSE TO THE COURTS, THIS IS INDEED A CASE OF MIS- COUNSEL. IT IS MY OPINION THAT MY FORMER MY LEGAL COUNSEL SHOULD HAVE ALREADY VIEWED IN DETAIL ALL DOCUMENTS FROM ALL OF MY DEBTOR'S .

MY FINAL SUMMARY OF MIS- COUNSEL CONTEMPT OF COURT

IT IS MY OPINION THAT ATTY. ERIN DYER MAYBE A PREATORY HARD MONEY LENDER, FOUND ME AT THE REAL ESTATE INVESTOR'S ORGANIZATION, CALLED ACRE OF PITTSBURGH. AFTER SEVERAL YEARS OF MY EXPERT SERVICE OF FINDING GREAT REAL ESTATE INVESTMENT OPPORTUNITIES, DETAILED WRITTEN ESTIMATES ON REHABBING THESE PROPERTIES WITH MY LOSS OF TIME AND OUR LOSS OF PROFITS. DYER FINDING HIMSELF BEING FORCED TO RELOCATE BACK TO WEST VIRGINIA AND SEEING ME HAVING A HARD TIME WITH MY MANUAL RECORD KEEPING AND KNOWING MY FINANCIAL TROUBLES WITH NEEDING A LAWYER TO REPRESENT ME WITH A LAW SUIT FROM MY BROTHER MARK MACHI AND LENDER'S SLS DENYING MY LOW MODIFICATION APPLICATION. HE EXPLAINED HOW I NEED TO FILE BANKRUPTCY TO SAVE AND PROTECT ALL MY PROPERTIES AT ONCE. HE THEN GAVE ME THE CONTACT INFORMATION AND I SET UP A FEW MEETINGS WITH THE CALAIARO / VALENCIK LAW FIRM. DYER DID ATTEND WITH ME TO 1 OF MY FIRST THE MEETINGS. IT NOW SEEMS TO ME THAT THE FACTS AND EVIDENCE WILL SHOW A TRUE PARTNERSHIP TEAM WITH THE DYER LAW FIRM AND THE CALAIARO / VALENCIK LAW FIRM TO GAIN CONTROL OVER MY SOLE OWNERSHIP FREE AND CLEAN PROPERTIES. I FEEL NOW DYER'S NEVER INTENDED TO INVEST IN REAL ESTATE WITH ME. HE OFTEN SHOWED ME HIS LARGE PAYCHECKS HE RECEIVED, OFFERING TO FINANCE THE REAL ESTATE PURCHASE. ME WITH MY GENERAL CONTRACTING LICENSE AND HIM WITH THE FUNDS TO MAKE MONEY TOGETHER. BUT WHEN I BROUGHT US GREAT REAL ESTATE PURCHASE DEALS, HE ALWAYS CAME UP WITH REASONS NOT TO COMPLETE THE SALE. I SPEND MANY OF UNPAID HOURS OF MY TIME FINDING GREAT DEALS, ESTIMATING COSTS FOR REHABBING THE PROPERTIES, SHOWING DYER PROFITS WE COULD MAKE. DYER DID HOWEVER MOVE QUICKLY ON THE PROPERTY I FOUND AT 4127 BUTLER STREET ONLY BECAUSE HE COULD TOTALLY CONTROL THE INCOME AND PROFIT THAT HE WOULD MAKE ON HIS LEGAL FEE'S FROM OFF THE TOP, AFTER WE SOLD THE PROPERTY. I'M FEELING LEGALLY TOTALLY UNPROTECTED FROM THIS DYER AND MACHI PARTNERSHIP / HARD MONEY DEBIT AND TOTALLY LEGALLY UNPROTECTED FROM THE MARK MACHI DEBIT, IN REGARDS WITH THE FORMER LEGAL COUNSEL CALAIARO / VALENCIK LAW FIRM. HAVING THE CALAIARO / VALENCIK LAW FIRM REPRESENTING AND COUNSELING ME HAS CAUSED A FINANCIAL AND MENTAL HARDSHIP.

1. CALAIARO / VALENCIK Advised me to stop making my mortgage payments. I told them to that I would not stop making mortgage payments to Jenifer Mariani. When i stopped making the mortgage payments to the banking lender's, all the banking mortgage lender's stopped paying my real estate taxes and real estate insurance and i was

then forced to pay these costs myself. I lost the convenience of having my mortgage lender's escrow account and paying all insurance and real estate taxes for each of my properties.

2. CALAIARO / VALENCIK Offered to take my Bankruptcy case and told me that it's best to file Chapter 13. Calaiaro and Valencik said they would handle everything.

3. CALAIARO / VALENCIK Failed to disclose notice to the Bankruptcy courts and one of my mortgage debtors named Jenifer Mariani.

4. CALAIARO / VALENCIK Failed to give notice that I filed chapter 13 and chapter 11 Bankruptcy to one of my mortgage debtors Jenifer Mariani.

5. CALAIARO / VALENCIK Failed to disclose notice to the courts my debts of my not yet filed past due income taxes, for the years 2011 through 2016.

6. CALAIARO / VALENCIK Failed to disclose notice to the Bankruptcy courts my city of Pittsburgh / Allegheny county debts of past due property real estate taxes for the years 2013 through 2016.

7. CALAIARO / VALENCIK Failed to disclose to the courts that i requested to have Erin Dyer and Mark Machi classified as a insider's as promised by Calaiaro and Valencik.

8. CALAIARO / VALENCIK cause me addition expenses when they filed a motion to change my case from chapter 13 to a chapter 11

9. CALAIARO / VALENCIK mis-counseled me when they informed me that i was not allowed to sell any of my properties until after my Bankruptcy case was completely finished. I was advised that i should have listed my properties immediately and sold them to insure a speedy recovery from by Bankruptcy case. I'm a License Real Estate Agent in Pennsylvania and I lost over \$10,000 in real estate commission and personal income, trusting the counsel advise from the Calaiaro / Valencik firm.

10. My lost real estate income / commission of \$10,000.00, the lost of my rights for not having Mark Machi, and Erin Dyer identified as Insider's. The Mark Machi lost is \$7,000.00, the Erin Dyer lost is \$35,000.00. Making this a grand total of \$52,000.00. I'm requesting the courts to subtract \$52,000.00 from the miscounseled over inflated Calaiaro / Valencik Invoice. How is it possible for Calaiaro / Valencik invoice to be that costly when they made big costly mistakes in my case which shows just exactly how many hours of work did they really work on my case and the already stated / proven mistakes they made should be deducted from their invoice.

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